

1
2
3
4
5
6
7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF WALLA WALLA**

9 STATE OF WASHINGTON,

10 Plaintiff,

11 v.

12 GILBERT IMPORTS, L.L.C., dba Gilbert
13 Auto Honda; GILBERT AUTO OF WALLA
14 WALLA, L.L.C., dba Gilbert Chrysler Jeep
15 Dodge Ram; GILBERT MOTOR
16 COMPANY, L.L.C., dba Gilbert Auto
17 Nissan; GILBERT AUTO FORD, L.L.C.;
18 MARK W. GILBERT, individually and his
19 marital community, and SENTRY SELECT
20 INSURANCE COMPANY,

21 Defendants.

NO.

STIPULATED ORDER GRANTING
PRELIMINARY INJUNCTION

22 On February 20, 2013, the Attorney General advised counsel for Gilbert Imports,
23 L.L.C., dba Gilbert Auto Honda; Gilbert Auto Of Walla Walla, L.L.C., dba Gilbert Chrysler
24 Jeep Dodge Ram; Gilbert Motor Company, L.L.C., dba Gilbert Auto Nissan; Gilbert Auto
25 Ford, L.L.C. with respect to sale to Washington residents; and, Mark W. Gilbert (referred to
26 collectively as "Defendants") of the Attorney General's intent to seek an immediate Temporary
Restraining Order and Order to Show Cause. The parties have come to an agreement, making
a temporary restraining order unnecessary. The Attorney General and Mark W. Gilbert,

ORIGINAL

1 individually and his marital community and on behalf of Defendants Gilbert Imports, L.L.C.,
2 dba Gilbert Auto Honda; Gilbert Auto Of Walla Walla, L.L.C., dba Gilbert Chrysler Jeep
3 Dodge Ram; Gilbert Motor Company, L.L.C., dba Gilbert Auto Nissan; and Gilbert Auto Ford,
4 L.L.C. do therefore stipulate and agree to entry of a preliminary injunction. The Attorney
5 General, the Defendants do therefore stipulate and agree to entry of the following preliminary
6 injunction.
7

8 ORDER

9 It is hereby ORDERED THAT

10 1. The Attorney General's Motion for Preliminary Injunction is GRANTED.

11 2. The Defendants shall within two days of entry of this Order, or other such time
12 upon which the parties agree, provide to the Washington Attorney General a list of each and
13 every vehicle received from a consumer in which the holder of a security interest has not been
14 paid in full. The list shall identify (i) the date that the vehicle was traded in; (ii) the name,
15 address, email, and phone number (collectively referred to as "contact information") of the
16 consumer that traded in the vehicle; (iii) contact information for the lien holder; (iv) the vehicle
17 identification number, model and type of vehicle traded-in; (v) contact information of any
18 purchaser of the trade-in vehicle; and (vi) the date the trade in vehicle was purchased.
19

20 3. The Defendants shall within two days of entry of this Order, or other such time
21 upon which the parties agree, provide to the Washington Attorney General a list of each and
22 every vehicle sold out of trust. The list shall identify the (i) date of sale; (ii) contact
23 information of the purchaser; (iii) the purchase price; (iv) the flooring lender and the flooring
24
25
26

1 lender's contact information; and (v) the purchaser's lien holder and contact information of the
2 purchaser's lien holder.

3 4. The Defendants shall within two days of entry of this Order, or other such time
4 upon which the parties agree, provide to the Washington Attorney General a list of each and
5 every vehicle sold within the last 10 days and all outstanding funds due from a consumer or the
6 consumer's lender. The list shall identify the (i) date of sale; (ii) contact information of the
7 purchaser; (iii) the purchase price; and (iv) the purchaser's lien holder and contact information
8 of the purchaser's lien holder.
9

10 5. Beginning March 8, 2013, Defendants shall provide a list to the Washington
11 Attorney General of each and every trade-in received and sold since 9:00 a.m. of the prior
12 Friday.
13

14 6. On a going forward basis the Defendants Gilbert Motor Company, L.L.C.;
15 Gilbert Imports, L.L.C., Gilbert Auto of Walla Walla, L.L.C., shall provide the Attorney
16 General quarterly reports of all F&I products sold and/or registered.

17 7. All notices and documents shall be provided to the Washington Attorney
18 General as follows:

19 Mary C. Lobdell
20 Senior Counsel
21 Washington State Attorney General
22 P.O. Box 2317
23 1250 Pacific Avenue, Ste. 105
24 Tacoma, Washington 98401-2317

25 Documents and notices may be provided electronically to Mary C. Lobdell at
26 maryl@atg.wa.gov with a copy to CarlaO@atg.wa.gov.

1 8. Defendants shall immediately inform all of its personnel having responsibility
2 for the finance and sale of new or used vehicles of the terms and conditions of this preliminary
3 injunction and provide them a copy of this Order.

4 9. Defendants acknowledge that representatives of the Office of the Attorney
5 General shall be permitted, under the Consumer Protection Act, to access, inspect and/or copy,
6 all business records or documents under control of Defendants and depose any officer, director,
7 agent, or employee of Defendants in order to monitor compliance with this Preliminary
8 Injunction, provided that the inspection and copying shall be subject to a three (3) days notice.

9 10. Defendants Mark W. Gilbert, individually and on behalf of Gilbert Imports,
10 L.L.C., dba Gilbert Auto Honda; Gilbert Auto Of Walla Walla, L.L.C., dba Gilbert Chrysler
11 Jeep Dodge Ram; Gilbert Motor Company, L.L.C., dba Gilbert Auto Nissan; and Gilbert Auto
12 Ford, L.L.C., and all officers, agents, employees, representatives, attorneys, successors and
13 assigns, and all other persons acting in concert or participation with any of them are
14 ORDERED , ENJOINED and RESTRAINED from directly or indirectly engaging in the
15 following acts or practices as follows:
16
17


18 a. Until further order of this Court, Mark W. Gilbert; Gilbert Imports,
19 L.L.C., doing business as Gilbert Auto Honda; Gilbert Auto Of Walla Walla,
20 L.L.C., doing business as Gilbert Chrysler Jeep Dodge Ram; Gilbert Motor
21 Company, L.L.C., doing business as Gilbert Auto Nissan shall pay off each and
22 every consumer trade in vehicle no later than the close of the second business day
23 following the date the vehicle was acquired pursuant to RCW 46.70.124 and WAC
24 308-66-195;
25
26

b. Until further order of this Court, Mark W. Gilbert and Gilbert Auto Ford, L.L.C., shall pay off each and every consumer trade in vehicle received from a Washington consumer pursuant to Idaho Code 49-1609A.

ANY PERSON RECEIVING ACTUAL NOTICE OF THIS ORDER WHETHER BY PERSONAL SERVICE OR OTHERWISE IS BOUND BY ITS TERMS, AND SHALL BE HELD IN CONTEMPT OF COURT IF HE OR SHE OR IT FAILS TO COMPLY WITH EACH AND EVERYONE OF ITS TERMS.

JUDGE/COURT COMMISSIONER

1 Agreed to, Approved for Entry and Notice of
2 Presentation Waived:

3
4 

2-20-13

5 BRIAN M. KING, WSBA #29197
Davies Pearson PC

DATE

6 Attorney for Defendants Gilbert Imports, L.L.C., dba Gilbert Auto Honda;
7 Gilbert Auto Of Walla Walla, L.L.C., dba Gilbert Chrysler Jeep Dodge Ram;
8 Gilbert Motor Company, L.L.C., dba Gilbert Auto Nissan; and
9 Gilbert Auto Ford, L.L.C.
10

11 

2-20-13

12 MARK W. GILBERT, personally and
13 on behalf of and as an authorized representative of
14 Gilbert Imports, L.L.C., dba Gilbert Auto Honda;
15 Gilbert Auto Of Walla Walla, L.L.C., dba Gilbert Chrysler Jeep Dodge Ram;
16 Gilbert Motor Company, L.L.C., dba Gilbert Auto Nissan; and
17 Gilbert Auto Ford, L.L.C.
18
19
20
21
22
23
24
25
26

DATE